

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

GERARDO MIGUEL BAEZ DURAN, and
WILSON FRANCISCO SANCHEZ CRUZ,
*individually and on behalf of others similarly
situated,*

Plaintiffs,

v.

ELG PARKING INC. (D/B/A E L G
PARKING INC.), STEVEN ROSENBERG,
BISHOP JOSEPH ALEXANDER, and
RAYMOND DOE

Defendants.

Case No. 18-CV-06685 (GBD)

DECLARATION OF STEVEN ROSENBERG

I, Steven Rosenberg, residing at 45 Doral Green Drive, Ryebrook, New Jersey, being duly sworn, deposes and says:

1. I am named as a defendant in the above captioned matter. I respectfully submit this declaration in support of the Motion to Dismiss Plaintiffs' Complaint, or alternatively, for Summary Judgment, filed by my attorneys, Pashman Stein Walder Hayden.

2. I am the owner of a property located at 1250 Edward L. Grant Highway, Bronx, New York ("the Property" or the "Premises").

3. On or about June 13, 2011, I entered into a long term lease with a company called ELG House of Joy, Inc., which is owned and operated by Bishop Joseph Alexander. A copy of the lease is attached hereto as Exhibit A.

4. ELG House of Joy, Inc. uses the Property to operate a parking lot under the name ELG Parking Inc. Pursuant to the terms of the lease, Bishop Alexander pays me monthly rent for the use of the Property.

5. I have no ownership interest in ELG Parking. I am not an officer, director, shareholder, or employee of ELG Parking, and I have no involvement whatsoever in the operation of the parking lot.

6. I do not have any operational control over ELG Parking. I do not control the functions of the company nor am I consulted about company operations. I do not determine the wages or compensation of the parking lot's employees; do not establish schedules of the employees or keep any employee records; and I have no authority to hire or fire employees.

7. My only connection to the Property is my status as a landlord. I visit the Property on a monthly basis to collect the rent check. I also periodically stop by to check on the Property when I am in the area. During my visits, I have had occasion to speak with the parking lot employees. To the extent I have engaged in conversation with the parking lot employees, it was routine banter and no work-related issues were discussed.

I hereby declare that the foregoing is true and correct.

Steven Rosenberg

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I hereby declare that the foregoing is true and correct.


Steven B. Alexander